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CITY OF BALDWIN PARK

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

BALDWIN PARK FREE SPEECH
COALITION, an unincorporated
association, ROBERT EHLERS, an
individual,

Plaintiffs,

v.

CITY OF BALDWIN PARK,
Defendant.

Case No. 2:19-cv-09864 CAS-E

Assigned to Honorable Christina A. Snyder

**ANSWER TO AMENDED COMPLAINT:
CIVIL RIGHTS**

Defendant City of Baldwin Park (“Defendant”) by and through the law firm of Brownstein Hyatt Farber Schreck, LLP for Answer to Plaintiffs’ Amended Complaint: Civil Rights (“Amended Complaint”) on file herein answers, denies and alleges as follows:

1. In answering the allegations contained in Paragraph 1 of Plaintiffs’ Amended Complaint, Defendant admits the allegations contained therein.

2. In answering the allegations contained in Paragraph 2 of Plaintiffs’ Amended Complaint, Defendant admits the allegations contained therein.

3. In answering the allegations contained in Paragraph 3 of Plaintiffs’ Amended Complaint, Defendant denies that Defendant has enforced its sign

1 ordinance in an unconstitutional or otherwise improper manner. In all other
 2 respects, Defendant admits the allegations contained therein.

3 4. In answering the allegations contained in Paragraph 4 of Plaintiffs'
 4 Amended Complaint, Defendant denies the allegations contained therein.

5 5. In answering the allegations contained in Paragraph 5 of Plaintiffs'
 6 Amended Complaint, Defendant denies the allegations contained therein.

7 6. In answering the allegations contained in Paragraph 6 of Plaintiffs'
 8 Amended Complaint, Defendant denies the allegations contained therein.

9 7. In answering the allegations contained in Paragraph 7 of Plaintiffs'
 10 Amended Complaint, Defendant denies the allegations contained therein.

11 8. In answering the allegations contained in Paragraph 8 of Plaintiffs'
 12 Amended Complaint, Defendant denies the allegations contained therein.

13 9. In answering the allegations contained in Paragraph 9 of Plaintiffs'
 14 Amended Complaint, Defendant does not have sufficient information or belief as to
 15 Plaintiffs' motivations, and on that basis, denies allegations as to such motivation.
 16 Defendant admits that the linked news stories are stories that were published. In all
 17 other respects, Defendant denies the allegations contained in Paragraph 9.

18 10. In answering the allegations contained in Paragraph 10 of Plaintiffs'
 19 Amended Complaint, Defendant admits that the signs at issue in this case
 20 referenced a website. In all other respects, Defendant does not have sufficient
 21 information or belief regarding the allegations and, on that basis, denies the
 22 allegations contained therein.

23 11. In answering the allegations contained in Paragraph 11 of Plaintiffs'
 24 Amended Complaint, Defendant does not have sufficient information or belief
 25 regarding the allegations, and, on that basis, denies the allegations contained
 26 therein.

27 12. In answering the allegations contained in Paragraph 12 of Plaintiffs'
 28 Amended Complaint, Defendant does not have sufficient information or belief

1 regarding the allegations regarding Mr. Ehlers property ownership, business
 2 ownership, or membership in any organization and, on that basis, denies those
 3 allegations. In all other respects, Defendant denies the allegations contained in
 4 Paragraph 12.

5 13. In answering the allegations contained in Paragraph 13 of Plaintiffs'
 6 Amended Complaint, Defendant denies that the property belongs to Ehlers or that
 7 he was issued any citations. In all other respects, Defendant admits the allegations
 8 contained in paragraph 13.

9 14. In answering the allegations contained in Paragraph 14 of Plaintiffs'
 10 Amended Complaint, Defendant admits that the City is a municipal entity,
 11 organized under the laws of the State of California Defendant admits that Plaintiffs
 12 bring this action on the bases that they assert in their Amended Complaint (without
 13 admitting that the pleading is proper or accurate). In all other respects, Defendant
 14 denies the allegations contained in Paragraph 14.

15 15. In answering the allegations contained in Paragraph 15 of Plaintiffs'
 16 Amended Complaint, Defendant denies the allegations contained therein.

17 16. In answering the allegations contained in Paragraph 16 of Plaintiffs'
 18 Amended Complaint, Defendant denies the allegations contained therein.

19 17. In answering the allegations contained in Paragraph 17 of Plaintiffs'
 20 Amended Complaint, Defendant admits that the Baldwin Park Municipal Code
 21 ("BPMC") provides for exemptions and that non-exempt sigs are subject to a
 22 permitting process. In all other respects, Defendant denies the allegations contained
 23 in Paragraph 17.

24 18. In answering the allegations contained in Paragraph 18 of Plaintiffs'
 25 Amended Complaint, Defendant states that the ordinances speak for themselves. In
 26 all other respects, Defendant denies the allegations contained therein.

27 19. In answering the allegations contained in Paragraph 19 of Plaintiffs'
 28 Amended Complaint, Defendant denies the allegations contained therein.

1 20. In answering the allegations contained in Paragraph 20 of Plaintiffs'
2 Amended Complaint, Defendant denies the allegations contained therein.

3 21. In answering the allegations contained in Paragraph 21 of Plaintiffs'
4 Amended Complaint, Defendant admits that the referenced code sections provide
5 for fines for infractions as set out in those code sections. In all other respects,
6 Defendant denies the allegations contained therein.

7 22. In answering the allegations contained in Paragraph 22 of Plaintiffs'
8 Amended Complaint, Defendant admits that the referenced code sections provide
9 for fines for infractions as set out in those code sections.

10 23. In answering the allegations contained in Paragraph 23 of Plaintiffs'
11 Amended Complaint, Defendant admits that people cannot be convicted of a
12 misdemeanor through proclamation of the municipal code and that the code
13 sections provide for whatever fines and penalties they provide for. Defendant
14 admits that Plaintiff Ehler has not been convicted of violating a City ordinance. In
15 all other respects, Defendant denies the allegations contained therein.

16 24. In answering the allegations contained in Paragraph 24 of Plaintiffs'
17 Amended Complaint, Defendant admits that the code sections contain the quoted
18 provisions (though cited in excerpted and misleading fashion). In all other respects,
19 Defendant denies the allegations contained therein.

20 25. In answering the allegations contained in Paragraph 25 of Plaintiffs'
21 Amended Complaint, Defendant admits that the code sections contain the quoted
22 provisions (though cited in excerpted and misleading fashion).

23 26. In answering the allegations contained in Paragraph 26 of Plaintiffs'
24 Amended Complaint, Defendant admits that there was a prior case and preliminary
25 injunction and amendment of the Code. Defendant does not have sufficient
26 information or belief to know what Plaintiff Ehlers did and, on that basis, denies
27 such allegations. Defendant admits that the described sign was affixed to the
28 building, but denies that it was Plaintiff Ehlers' building.

1 27. In answering the allegations contained in Paragraph 27 of Plaintiffs'
2 Amended Complaint, Defendant does not have sufficient information or belief to
3 know what Plaintiff Ehlers did or why and, on that basis, denies such allegations.
4 Defendant admits that there were media reports on the subjects alleged.

5 28. In answering the allegations contained in Paragraph 28 of Plaintiffs'
6 Amended Complaint, Defendant admits the allegations contained therein.

7 29. In answering the allegations contained in Paragraph 29 of Plaintiffs'
8 Amended Complaint, Defendant denies the allegations contained therein.

9 30. In answering the allegations contained in Paragraph 30 of Plaintiffs'
10 Amended Complaint, Defendant admits that there are signs in the City that violate
11 the ordinance. In all other respects, Defendant denies the allegations contained
12 therein.

13 31. In answering the allegations contained in Paragraph 31 of Plaintiffs'
14 Amended Complaint, Defendant admits that there are signs in the City that violate
15 the ordinance. In all other respects, Defendant denies the allegations contained
16 therein.

17 32. In answering the allegations contained in Paragraph 32 of Plaintiffs'
18 Amended Complaint, Defendant denies the allegations contained therein.

19 33. In answering the allegations contained in Paragraph 33 of Plaintiffs'
20 Amended Complaint, Defendant admits that that the billboards exist. In all other
21 respects, Defendant denies the allegations contained therein.

22 34. In answering the allegations contained in Paragraph 34 of Plaintiffs'
23 Amended Complaint, Defendant admits that the code sections contains the
24 provisions contained in the code. Defendant admits the approval of the mural. In
25 all other respects, Defendant denies the allegations contained therein.

26 35. In answering the allegations contained in Paragraph 35 of Plaintiffs'
27 Amended Complaint, Defendant denies the allegations contained therein.

28 36. In answering the allegations₅ contained in Paragraph 36 of Plaintiffs'

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1 Amended Complaint, Defendant denies the allegations contained therein.

2 37. In answering the allegations contained in Paragraph 37 of Plaintiffs'
3 Amended Complaint, Defendant denies the allegations contained therein.

4 38. In answering the allegations contained in Paragraph 38 of Plaintiffs'
5 Amended Complaint, Defendant denies the allegations contained therein.

6 39. In answering the allegations contained in Paragraph 39 Defendant does
7 not have sufficient information or belief regarding Mr. Ehlers participation in an
8 organization, and, on that basis, denies that allegation. Defendant denies the
9 allegations regarding the ownership of the property. Defendant admits the zoning
10 in the area.

11 40. In answering the allegations contained in Paragraph 40 of Plaintiffs'
12 Amended Complaint, Defendant does not have sufficient information or belief
13 regarding the allegations, and, on that basis, denies the allegations contained
14 therein.

15 41. In answering the allegations contained in Paragraph 41 of Plaintiffs'
16 Amended Complaint, Defendant denies the allegations contained therein.

17 42. In answering the allegations contained in Paragraph 42 of Plaintiffs'
18 Amended Complaint, Defendant denies that the City fined Mr. Ehlers. In all other
19 respects, Defendant admits the allegations contained therein.

20 43. In answering the allegations contained in Paragraph 43 of Plaintiffs'
21 Amended Complaint, Defendant denies the allegations contained therein.

22 44. In answering the allegations contained in Paragraph 44 of Plaintiffs'
23 Amended Complaint, Defendant denies the allegations contained therein.

24 45. In answering the allegations contained in Paragraph 45 of Plaintiffs'
25 Amended Complaint, Defendant denies the allegations contained therein.

26 46. In answering the allegations contained in Paragraph 46 of Plaintiffs'
27 Amended Complaint, Defendant denies the allegations contained therein.

28 47. In answering the allegations contained in Paragraph 47 of Plaintiffs'

1 Amended Complaint, Defendant denies the allegations contained therein.

2 48. In answering the allegations contained in Paragraph 48 of Plaintiffs'
3 Amended Complaint, Defendant admits the allegations contained therein.

4 49. In answering the allegations contained in Paragraph 49 of Plaintiffs'
5 Amended Complaint, Defendant incorporates herein by reference the preceding
6 paragraphs as though fully set forth hereat.

7 50. In answering the allegations contained in Paragraph 50 of Plaintiffs'
8 Amended Complaint, Defendant denies the allegations contained therein.

9 51. In answering the allegations contained in Paragraph 51 of Plaintiffs'
10 Amended Complaint, Defendant denies the allegations contained therein.

11 52. In answering the allegations contained in Paragraph 52 of Plaintiffs'
12 Amended Complaint, Defendant denies the allegations contained therein.

13 53. In answering the allegations contained in Paragraph 53 of Plaintiffs'
14 Amended Complaint, Defendant denies the allegations contained therein.

15 54. In answering the allegations contained in Paragraph 54 of Plaintiffs'
16 Amended Complaint, Defendant denies the allegations contained therein.

17 55. In answering the allegations contained in Paragraph 55 of Plaintiffs'
18 Amended Complaint, Defendant admits that a controversy exists between Plaintiffs
19 and Defendant. In all other respect, Defendant denies the allegations contained
20 therein.

21 56. In answering the allegations contained in Paragraph 56 of Plaintiffs'
22 Amended Complaint, Defendant incorporates herein by reference the preceding
23 paragraphs as though fully set forth hereat.

24 57. In answering the allegations contained in Paragraph 57 of Plaintiffs'
25 Amended Complaint, Defendant denies the allegations contained therein.

26 58. In answering the allegations contained in Paragraph 58 of Plaintiffs'
27 Amended Complaint, Defendant denies the allegations contained therein.

28 59. In answering the allegations, contained in Paragraph 59 of Plaintiffs'

1 Amended Complaint, Defendant denies the allegations contained therein.

2 60. In answering the allegations contained in Paragraph 60 of Plaintiffs'
3 Amended Complaint, Defendant admits that a controversy exists between Plaintiffs
4 and Defendant. In all other respect, Defendant denies the allegations contained
5 therein.

6 61. In answering the allegations contained in Paragraph 61 of Plaintiffs'
7 Amended Complaint, Defendant incorporates herein by reference the preceding
8 paragraphs as though fully set forth hereat.

9 62. In answering the allegations contained in Paragraph 62 of Plaintiffs'
10 Amended Complaint, Defendant denies the allegations contained therein.

11 63. In answering the allegations contained in Paragraph 63 of Plaintiffs'
12 Amended Complaint, Defendant denies the allegations contained therein.

13 64. In answering the allegations contained in Paragraph 64 of Plaintiffs'
14 Amended Complaint, Defendant denies the allegations contained therein.

15 65. In answering the allegations contained in Paragraph 65 of Plaintiffs'
16 Amended Complaint, Defendant denies the allegations contained therein.

17 66. In answering the allegations contained in Paragraph 66 of Plaintiffs'
18 Amended Complaint, Defendant admits that a controversy exists between Plaintiffs
19 and Defendant. In all other respect, Defendant denies the allegations contained
20 therein.

21 67. In answering the allegations contained in Paragraph 67 of Plaintiffs'
22 Amended Complaint, Defendant incorporates herein by reference the preceding
23 paragraphs as though fully set forth hereat.

24 68. In answering the allegations contained in Paragraph 68 of Plaintiffs'
25 Amended Complaint, Defendant denies that it engaged in any retaliation or
26 otherwise improper conduct. IN all other respects, Defendant admits the allegations
27 contained therein.

28 69. In answering the allegations contained in Paragraph 69 of Plaintiffs'

Amended Complaint, Defendant denies the allegations contained therein.

70. In answering the allegations contained in Paragraph 70 of Plaintiffs' Amended Complaint, Defendant admits that the cited authority contains the language cited and that the general summary of the law is correct, in the abstract. In all other respects, Defendant denies the allegations contained therein.

71. In answering the allegations contained in Paragraph 71 of Plaintiffs' Amended Complaint, Defendant denies the allegations contained therein.

72. In answering the allegations contained in Paragraph 72 of Plaintiffs' Amended Complaint, Defendant incorporates herein by reference the preceding paragraphs as though fully set forth hereat.

73. In answering the allegations contained in Paragraph 73 of Plaintiffs' Amended Complaint, Defendant denies the allegations contained therein.

74. In answering the allegations contained in Paragraph 74 of Plaintiffs' Amended Complaint, Defendant denies the allegations contained therein.

AFFIRMATIVE DEFENSES

1. Plaintiffs lack standing to assert the claims alleged in the First Amended Complaint.

2. Plaintiffs fail to state a claim on which relief can be granted.

3. Any injury suffered by Plaintiffs was caused by their own wrongful acts.

4. Plaintiffs have failed to mitigate any damages they might have suffered.

Pursuant to FRCP 11, all possible affirmative defenses may not have been alleged herein, insofar as sufficient facts were not available after reasonable inquiry upon filing of this Answer, therefore, this answering Defendant reserves the right to amend its Answer to add affirmative defenses should the necessity arise.

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WHEREFORE, Defendant prays as follows:

1. That Plaintiffs take nothing by way of their Amended Complaint;
2. For an award of attorney fees and costs incurred in this suit herein; and
3. For other and such further relief as the Court deems just and proper.

Dated: January 21, 2020

BROWNSTEIN HYATT FARBER
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EMILY L. DYER

By: /s/ Mitchell J. Langberg
MITCHELL J. LANGBERG
Attorneys for Defendant
CITY OF BALDWIN PARK